

# **Excerpts of Liberty Capital March 2007 Annual Report**



LIBERTY  
iINTERACTIVE

Annual Report  
March, 2007

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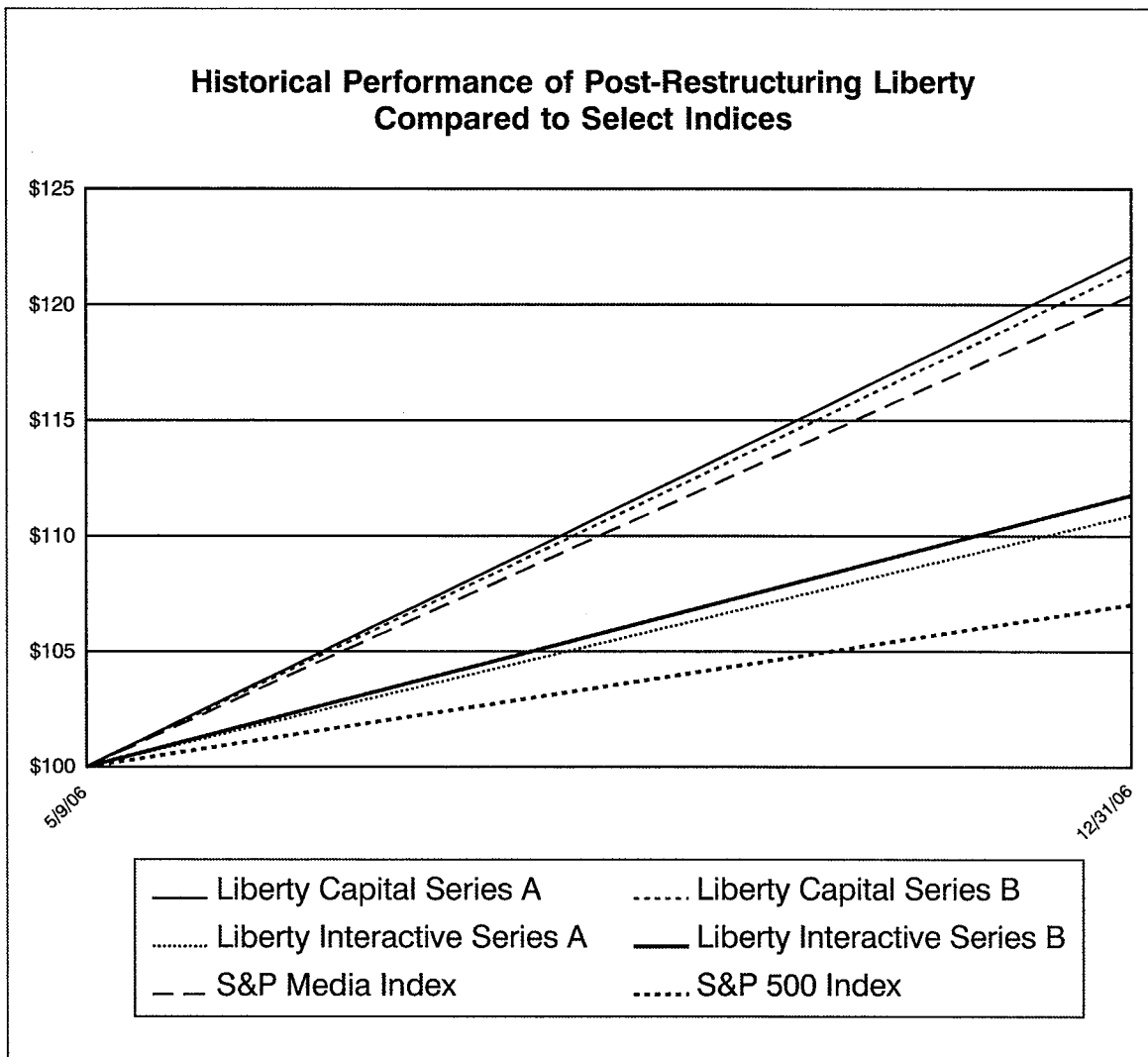
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Certain statements in this Annual Report constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. To the extent that statements in this Annual Report are not recitations of historical fact, such statements constitute forward-looking statements which, by definition, involve risks and uncertainties. In some cases, you can identify these statements by our use of forward-looking words such as "may," "will," "should," "anticipate," "estimate," "expect," "plan," "believe," "predict," "potential," "intend," and other words of similar substance. In particular, statements under "Business," "Risk-Factors," "Properties," "Legal Proceedings," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Quantitative and Qualitative Disclosures About Market Risk" contain forward-looking statements. Where, in any forward-looking statement, we express an expectation or belief as to future results or events, such expectation or belief is expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the expectation or belief will result or be achieved or accomplished. The following include some but not all of the factors that could cause actual results or events to differ materially from those anticipated:

- general economic and business conditions and industry trends;
- consumer spending levels, including the availability and amount of individual consumer debt;
- the regulatory and competitive environment of the industries in which we, and the entities in which we have interests, operate;
- continued consolidation of the broadband distribution and movie studio industries;
- uncertainties inherent in the development and integration of new business lines and business strategies;
- changes in distribution and viewing of television programming, including the expanded deployment of personal video recorders, video on demand and IP television and their impact on home shopping networks;
- increased digital TV penetration and the impact on channel positioning of our networks;
- rapid technological changes;
- capital spending for the acquisition and/or development of telecommunications networks and services;
- uncertainties associated with product and service development and market acceptance, including the development and provision of programming for new television and telecommunications technologies;
- future financial performance, including availability, terms and deployment of capital;
- fluctuations in foreign currency exchange rates and political unrest in international markets;
- the ability of suppliers and vendors to deliver products, equipment, software and services;
- the outcome of any pending or threatened litigation;
- availability of qualified personnel;
- changes in, or failure or inability to comply with, government regulations, including, without limitation, regulations of the Federal Communications Commission, and adverse outcomes from regulatory proceedings;
- changes in the nature of key strategic relationships with partners and joint venturers;
- competitor responses to our products and services, and the products and services of the entities in which we have interests; and
- threatened terrorists attacks and ongoing military action in the Middle East and other parts of the world.

These forward-looking statements and such risks, uncertainties and other factors speak only as of the date made, and we expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein, to reflect any change in our expectations with regard thereto, or any other change in events, conditions or circumstances on which any such statement is based. When considering such forward-looking statements, you should keep in mind the factors described in "Risk Factors" and other cautionary statements contained in this Annual Report. Such risk factors and statements describe circumstances which could cause actual results to differ materially from those contained in any forward-looking statement. This Annual Report includes information concerning OpenTV Corp. and other public companies that file reports and other information with the SEC in accordance with the Securities Exchange Act of 1934. Information contained in this Annual Report concerning those companies has been derived from the reports and other information filed by them with the SEC. If you would like further information about these companies, the reports and other information they file with the SEC can be accessed on the Internet website maintained by the SEC at [www.sec.gov](http://www.sec.gov). Those reports and other information are not incorporated by reference in this Annual Report.

The following graph compares the percentage change in the cumulative total shareholder return on each of the Liberty Capital Series A and Series B tracking stocks and the Liberty Interactive Series A and Series B tracking stocks from May 10, 2006 through December 31, 2006, in comparison to the S&P 500 Media Index and the S&P 500 Index.



	5/10/2006	12/31/2006
Liberty Capital Series A .....	100.00	122.09
Liberty Capital Series B .....	100.00	121.50
Liberty Interactive Series A .....	100.00	110.90
Liberty Interactive Series B .....	100.00	111.76
S&P Media Index .....	100.00	120.41
S&P 500 Index .....	100.00	107.03

## LIBERTY MEDIA CORPORATION

### COMPANY PROFILE

Liberty Media Corporation is a holding company that owns interests in a broad range of electronic retailing, media, communications and entertainment businesses. Those interests are attributed to two tracking stock groups: Liberty Interactive, which includes Liberty Media's interests in QVC, Provide Commerce, BUYSEASONS, IAC/InterActiveCorp and Expedia, and Liberty Capital, which includes all of Liberty Media's assets that are not attributed to Liberty Interactive, including Liberty Media's interests in Starz Entertainment and News Corporation.

The following table sets forth Liberty Media's assets that are held directly and indirectly through partnerships, joint ventures, common stock investments and instruments convertible into common stock. Ownership percentages in the table are approximate and, where applicable, assume conversion to common stock by Liberty Media and, to the extent known by Liberty Media, other holders. In some cases, Liberty Media's interest may be subject to buy/sell procedures, repurchase rights or, under certain circumstances, dilution.

### LIBERTY CAPITAL

ENTITY	SUBSCRIBERS AT 12/31/06 (000's)	SUBSCRIBERS AT 12/31/05 (000's)	SUBSCRIBERS AT 12/31/04 (000's)	YEAR LAUNCHED	ATTRIBUTED OWNERSHIP AT 12/31/06
<b>OPERATING BUSINESSES</b>					
GSN	60,887	57,805	56,411	1994	50%
Starz Entertainment LLC					100%
Encore	27,323	25,784	24,457	1991	
MOVIEplex	14,696	11,892	3,925	1995	
Thematic Multiplex (aggregate units) <sup>(1)</sup>	150,027	140,459	130,349		
Love Stories				1994	
Westerns				1994	
Mystery				1994	
Action				1994	
True Stories				1994	
WAM!				1994	
Starz	15,521	14,082	14,108	1994	
Starz Edge <sup>(1)</sup>				1996	
Starz InBlack <sup>(1)</sup>				1997	
Starz Kids & Family <sup>(1)</sup>				1999	
Starz Cinema <sup>(1)</sup>				1999	
Starz Comedy <sup>(1)</sup>					

**LIBERTY CAPITAL**

ENTITY	BUSINESS DESCRIPTION	ATTRIBUTED OWNERSHIP AT 12/31/06
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**OPERATING BUSINESSES**

Hallmark Entertainment Investments Co.	Hallmark Entertainment Investments Co. owns 80.2% of Crown Media Holdings, Inc. Class A common stock and 100% of the Class B common stock, representing 96.1% of the total outstanding voting power of Crown Media Holdings, Inc. Stockholders of Hallmark Entertainment Investments Co. are Hallmark Entertainment Holdings, Inc., Liberty Media Corporation, J.P. Morgan Partners (BHCA), L.P. and National Interfaith Cable Coalition, Inc. ("NICC").	11% <sup>(2)</sup>
MacNeil/Lehrer Productions	Produces "NewsHour" with Jim Lehrer and Robert MacNeil in addition to documentaries, Web sites, interactive DVD's, civic engagement projects and educational programs.	67%
News Corporation (NYSE: NWS, NWS.A)	Entertainment company operating in eight industry segments: filmed entertainment; television; cable network programming; direct broadcast satellite television; magazines and inserts; newspapers; book publishing; and other. The activities of News Corporation are conducted principally in the United States, Continental Europe, the United Kingdom, Australia, Asia and the Pacific Basin.	16% <sup>(3)</sup>

**LIBERTY CAPITAL**

ENTITY	BUSINESS DESCRIPTION	ATTRIBUTED OWNERSHIP AT 12/31/06
<b>OPERATING BUSINESSES</b>		
Current Communications Group	Developing Broadband over Power Line (BPL) technology and solutions through its two subsidiaries, Current Communications and Current Technologies.	16%
FUN Technologies Inc. (TSX/AIM: FUN)	Online and interactive casual games provider. Provides cutting-edge gaming systems to top distribution partners around the world.	53%
GoPets, Ltd.	Virtual community of pets that interact with each other and other users all over the world. Currently in an open beta phase in fifteen languages and eight territories around the world.	25%
On Command Corporation	Provider of in-room interactive entertainment, Internet access, business information and guest services for the lodging industry.	100% <sup>(4)</sup>
Sling Media	Consumer hardware and application company that turns any Internet-connected PC, Mac, or mobile device into your home television.	6%
TruePosition, Inc.	Provider of wireless location technology and services.	89%
Wildblue Communications, Inc.	Ka-band satellite network focused on providing broadband services to homes and small offices in North America.	32%

**LIBERTY CAPITAL**

ENTITY	BUSINESS DESCRIPTION	ATTRIBUTED OWNERSHIP AT 12/31/06
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**PUBLICLY TRADED INVESTMENTS—FINANCIAL**

CBS Corporation	Mass media company serving audiences and advertisers domestically and internationally. Operates in virtually every field of media and entertainment, including broadcast television, cable television, local television, television production and syndication, radio, advertising on out-of-home media, publishing, digital media and consumer products.	1% <sup>(5)</sup>
Embarq Corporation (NYSE: EQ)	Provides a suite of communications services to customers in its local services territories. Offers local and long distance voice, data, high speed internet, wireless and entertainment services.	3%
Motorola, Inc. (NYSE: MOT)	Provider of integrated communications solutions and embedded electronic solutions.	3%
priceline.com, Incorporated (Nasdaq: PCLN)	Provider of e-commerce service allowing consumers to make offers on products and services.	1%
Sprint Nextel (NYSE: S)	Offers a comprehensive range of communications services bringing mobility to consumer, business and government customers.	3% <sup>(6)</sup>
Time Warner Inc. (NYSE: TWX)	Media and entertainment company whose businesses include filmed entertainment, interactive services, television networks, cable systems, music and publishing.	4%
Viacom Inc. (NYSE: VIA)	Global media company, with positions in broadcast and cable television, radio, outdoor advertising, and online. Brands include CBS, MTV, Nickelodeon, Nick at Nite, VH1, BET, Paramount Pictures, Infinity Broadcasting, Viacom Outdoor, UPN, TV Land, Comedy Central, CMT: Country Music Television, Spike TV, Showtime, Blockbuster, and Simon & Schuster.	1%



**LIBERTY INTERACTIVE**

<b>ENTITY</b>	<b>BUSINESS DESCRIPTION</b>	<b>ATTRIBUTED OWNERSHIP AT 12/31/06</b>
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**OPERATING BUSINESSES**

BUYSEASONS, Inc.	Online retailer of costumes and accessories	100%
Provide Commerce	E-commerce market place providing a collection of branded websites each offering high quality, perishable products shipped directly from the supplier to the consumer and designed specifically around the way consumers shop.	100%
QVC, Inc.	An electronic retailing leader, marketing a wide variety of brand name products in such categories as home furnishing, licensed products, fashion, beauty, electronics and fine jewelry.	100%

**LIBERTY INTERACTIVE**

ENTITY	BUSINESS DESCRIPTION	ATTRIBUTED OWNERSHIP AT 12/31/06
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**PUBLICLY TRADED INVESTMENTS—STRATEGIC**

Expedia, Inc. (Nasdaq: EXPE)	Empowers business and leisure travelers with the tools and information needed to research, plan, book and experience travel. It also provides wholesale travel to offline retail travel agents. Expedia's main companies include: Expedia.com, Hotels.com, Hotwire, Expedia Corporate Travel, TripAdvisor and Classic Vacations. Expedia's companies operate internationally in Canada, the UK, Germany, France, Italy, the Netherlands and China.	20% <sup>(7)</sup>
IAC/InteractiveCorp (Nasdaq:IACI)	Operates businesses in sectors being transformed by the internet, online and offline. IAC is comprised of HSN; Cornerstone Brands, Inc.; HSE24; Shoebuy.com; Ticketmaster; Lending Tree; RealEstate.com; ServiceMagic; Match.com; Entertainment Publications; Interval International; Ask.com; Citysearch; Evite; Gifts.com; iBuy; Pronto; and CollegeHumor.	24% <sup>(8)</sup>

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(1) Digital services.

(2) Liberty Media Corporation owns an approximate indirect 11% economic ownership in Crown Media Holdings, Inc. (NASDAQ: CRWN).

(3) Liberty's voting interest in News Corp. is approximately 19%. On December 22, 2006 Liberty announced that it entered into a definitive agreement with News Corporation to exchange Liberty's 16.3% stake in News for a News Corp. subsidiary holding a 38.5% stake in DIRECTV Group, Inc., regional sports networks in Denver, Pittsburgh, and Seattle, and cash.

(4) On December 13, 2006, Liberty entered into an agreement with Lodgenet Entertainment Corporation to sell its ownership of OnCommand Corporation for a combination of stock and cash.

(5) On February 13, 2007, Liberty announced a transaction in which Liberty will exchange its 7,591,249 CBS common shares for a newly created corporate subsidiary of CBS which holds CBS' Green Bay owned television station and cash.

(6) Less than 1% of voting power. Liberty beneficially owns shares of Sprint Nextel common stock and instruments convertible into Sprint Nextel common stock.

(7) Liberty owns approximately 20% of Expedia common stock representing approximately 52% voting interest, however, the Chairman of Expedia currently has the authority to vote these shares.

(8) Liberty owns approximately 24% of IAC common stock representing approximately 55% voting interest, however, the Chairman and CEO of IAC currently has the authority to vote these shares.

**LIBERTY MEDIA CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS (Continued)**  
**December 31, 2006 and 2005**

	2006	2005*
	(amounts in millions)	
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable . . . . .	\$ 508	492
Accrued interest . . . . .	214	153
Other accrued liabilities . . . . .	1,035	978
Financial instruments (note 7) . . . . .	1,484	1,939
Current portion of debt (note 9) . . . . .	114	1,379
Other current liabilities . . . . .	113	289
Liabilities of discontinued operations (note 5) . . . . .	101	114
Total current liabilities . . . . .	3,569	5,344
Long-term debt (note 9) . . . . .	8,909	6,370
Long-term financial instruments (note 7) . . . . .	1,706	1,087
Deferred income tax liabilities (note 10) . . . . .	9,784	8,696
Other liabilities . . . . .	1,747	1,058
Total liabilities . . . . .	25,715	22,555
Minority interests in equity of subsidiaries . . . . .	290	290
Stockholders' equity (note 11):		
Preferred stock, \$.01 par value. Authorized 50,000,000 shares; no shares issued . .	—	—
Liberty Capital Series A common stock, \$.01 par value. Authorized 400,000,000 shares; issued and outstanding 134,503,165 shares at December 31, 2006 . . . . .	1	—
Liberty Capital Series B common stock, \$.01 par value. Authorized 25,000,000 shares; issued and outstanding 6,014,680 shares at December 31, 2006 . . . . .	—	—
Liberty Interactive Series A common stock, \$.01 par value. Authorized 2,000,000,000 shares; issued and outstanding 623,061,760 shares at December 31, 2006 . . . . .	6	—
Liberty Interactive Series B common stock, \$.01 par value. Authorized 125,000,000 shares; issued and outstanding 29,971,039 shares at December 31, 2006 . . . . .	—	—
Series A common stock \$.01 par value. Issued and outstanding 2,681,745,985 shares at December 31, 2005 . . . . .	—	27
Series B common stock \$.01 par value. Issued 131,062,825 shares at December 31, 2005 . . . . .	—	1
Additional paid-in capital . . . . .	28,112	29,074
Accumulated other comprehensive earnings, net of taxes ("AOCE") (note 15) . .	5,943	3,412
AOCE of discontinued operations . . . . .	9	9
Accumulated deficit . . . . .	(12,438)	(13,278)
	21,633	19,245
Series B common stock held in treasury, at cost (10,000,000 shares at December 31, 2005) . . . . .	—	(125)
Total stockholders' equity . . . . .	21,633	19,120
Commitments and contingencies (note 17)		
Total liabilities and stockholders' equity . . . . .	\$47,638	41,965

\* See note 5.

See accompanying notes to consolidated financial statements.

**LIBERTY MEDIA CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**Years ended December 31, 2006, 2005 and 2004**

	2006	2005*	2004*
	(amounts in millions, except per share amounts)		
Revenue:			
Net retail sales . . . . .	\$7,326	6,501	5,687
Communications and programming services . . . . .	1,287	1,145	1,056
	<u>8,613</u>	<u>7,646</u>	<u>6,743</u>
Operating costs and expenses:			
Cost of sales . . . . .	4,565	4,112	3,594
Operating . . . . .	1,526	1,397	1,160
Selling, general and administrative, including stock-based compensation (note 3) . . . . .	806	648	696
Litigation settlement . . . . .	—	—	(42)
Depreciation . . . . .	119	92	91
Amortization . . . . .	463	453	456
Impairment of long-lived assets (note 3) . . . . .	113	—	—
	<u>7,592</u>	<u>6,702</u>	<u>5,955</u>
Operating income . . . . .	1,021	944	788
Other income (expense):			
Interest expense . . . . .	(680)	(626)	(619)
Dividend and interest income . . . . .	214	143	130
Share of earnings of affiliates, net . . . . .	91	13	15
Realized and unrealized gains (losses) on financial instruments, net (note 7) . . . . .	(279)	257	(1,284)
Gains (losses) on dispositions, net (notes 6, 11 and 15) . . . . .	607	(361)	1,411
Nontemporary declines in fair value of investments (note 6) . . . . .	(4)	(449)	(129)
Other, net . . . . .	18	(39)	(26)
	<u>(33)</u>	<u>(1,062)</u>	<u>(502)</u>
Earnings (loss) from continuing operations before income taxes and minority interest . . . . .	988	(118)	286
Income tax benefit (expense) (note 10) . . . . .	(252)	126	(159)
Minority interests in earnings of subsidiaries . . . . .	(27)	(51)	(22)
Earnings (loss) from continuing operations . . . . .	709	(43)	105
Earnings (loss) from discontinued operations, net of taxes (note 5) . . . . .	220	10	(59)
Cumulative effect of accounting change, net of taxes (note 3) . . . . .	(89)	—	—
Net earnings (loss) . . . . .	<u>\$ 840</u>	<u>(33)</u>	<u>46</u>
Net earnings (loss):			
Liberty Series A and Series B common stock . . . . .	\$ 94	(33)	46
Liberty Capital common stock . . . . .	260	—	—
Liberty Interactive common stock . . . . .	486	—	—
	<u>\$ 840</u>	<u>(33)</u>	<u>46</u>
Basic and diluted earnings (loss) from continuing operations per common share (note 3):			
Liberty Series A and Series B common stock . . . . .	\$ .07	(.02)	.04
Liberty Capital common stock . . . . .	\$ .24	—	—
Liberty Interactive common stock . . . . .	\$ .73	—	—
Basic and diluted net earnings (loss) per common share (note 3):			
Liberty Series A and Series B common stock . . . . .	\$ .03	(.01)	.02
Liberty Capital common stock . . . . .	\$ 1.86	—	—
Liberty Interactive common stock . . . . .	\$ .73	—	—

\* See note 5.

See accompanying notes to consolidated financial statements.

**LIBERTY MEDIA CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE EARNINGS (LOSS)**  
**Years ended December 31, 2006, 2005 and 2004**

	<u>2006</u>	<u>2005*</u>	<u>2004*</u>
	(amounts in millions)		
Net earnings (loss) . . . . .	\$ 840	(33)	46
Other comprehensive earnings (loss), net of taxes (note 15):			
Foreign currency translation adjustments . . . . .	111	(5)	20
Recognition of previously unrealized foreign currency translation losses . . .	—	312	—
Unrealized holding gains (losses) arising during the period . . . . .	2,605	(1,121)	1,490
Recognition of previously unrealized losses (gains) on available-for-sale securities, net . . . . .	(185)	217	(486)
Reclass unrealized gain on available-for-sale security to equity method investment . . . . .	—	(197)	—
Other comprehensive earnings (loss) from discontinued operations (note 5) . . . . .	—	(7)	(54)
Other comprehensive earnings (loss) . . . . .	<u>2,531</u>	<u>(801)</u>	<u>970</u>
Comprehensive earnings (loss) . . . . .	<u>\$3,371</u>	<u>(834)</u>	<u>1,016</u>
Comprehensive earnings (loss):			
Liberty Series A and Series B common stock . . . . .	\$ 755	(834)	1,016
Liberty Capital common stock . . . . .	1,787	—	—
Liberty Interactive common stock . . . . .	829	—	—
	<u>\$3,371</u>	<u>(834)</u>	<u>1,016</u>

\* See note 5.

See accompanying notes to consolidated financial statements.

# **Declaration of Gary Brown**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**TRUEPOSITION, INC.,**

**Plaintiff and  
Counterclaim-Defendant,**

**v.**

**ANDREW CORPORATION,**

**Defendant and  
Counterclaim Plaintiff.**

**Civil Action No. 05-00747-SLR**

**DECLARATION OF GARY BROWN**

Gary C. Brown declares as follows:

1. I am the Group Finance Director of Defendant Andrew Corporation's Network Solutions Group. I submit this declaration in connection with Andrew Corporation's Brief in Opposition to TruePosition's Motion for Enhanced Damages. I make this declaration upon personal knowledge based on investigation and, if called upon to testify, I could and would testify to the facts herein.

**REDACTED**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 14, 2007

Gary C Brown  
Gary C. Brown



# **Declaration of Karl Heinz Rosenbrock**

Vallauris, 15<sup>th</sup> November 2007

**Statement of Karl Heinz Rosenbrock**

**Director-General of ETSI (1990-2006)**


1. I am Karl Heinz Rosenbrock, born in Hermannsburg/Germany in 1941. After my study of electrical and communications engineering at the Technische Hochschule in Braunschweig, I joined the Deutsche Bundespost (DBP) in 1967.
2. From 1969 until 1980 I was active in international standardization at the International Telecommunications Union (ITU) and from 1970 until 1980 at the European Conference of Postal and Telecommunications Administrations (CEPT).
3. From 1972 until 1980 I was chairman of the CCITT Working Group XI/1 dealing with "Interworking of Signalling Systems". CCITT was a sector of ITU responsible for standardization of telecommunications.
4. In the period from 1980 until 1988 I acted as Project Leader in the Ministry of Posts and Telecommunications in Bonn responsible for the digitalization of the telephone network of the DBP and for the introduction of the Integrated Services Digital Network (ISDN) in Germany. In that position I had to oversee the standardization in ITU and CEPT from a different point of view.
5. On 1<sup>st</sup> November 1990 I began my service as Director of ETSI, the European Telecommunications Standards Institute. Later the post was named Director-General. I served as the Director(-General) of ETSI for more than 15 years, and retired from that post on 30<sup>th</sup> June 2006.
6. At about the time I started within ETSI, ETSI set up an IPR Committee to study the IPR issues and to propose an IPR policy. It was necessary to consult with the European Commission to ensure the proposed policy complied with competition law and international obligations such as GATT. It took ETSI more than five years to develop its IPR Policy.
7. A key objective was to have an ETSI IPR Policy which avoided the Technical Committees – who were developing the standards – becoming involved in commercial "horse-trading" about license terms.
8. Another key objective was to ensure that ETSI standards would be accessible by everyone. That is, licenses had to be available to everyone (whether or not an ETSI member) to implement any mandatory or optional feature in a standard. It was a central goal of the ETSI IPR Policy to ensure that IPR owners could not

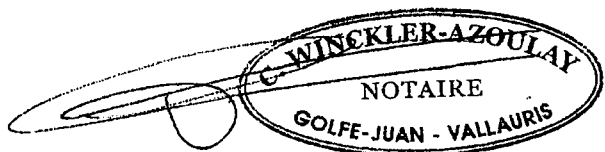
- demand excessive license fees or block others from using their IPR once their IPR was included in the standard.
9. It was realized early that the IPR Policy would need to rely on members themselves to identify essential IPR and notify that IPR to ETSI in a timely manner (see article 4.1 of the ETSI IPR Policy). There was no way that ETSI could check whether or not such notifications were correct because this would have been too difficult and costly.
  10. It was also appreciated that licenses to essential IPR should be available to everyone on FRAND terms and conditions, i.e. under fair, reasonable and non-discriminatory terms and conditions.
  11. Therefore, under the ETSI IPR Policy, if an ETSI member submits a contribution accepted by ETSI for the standardization of a mandatory or optional technical feature and owns an IPR that the member believes to be essential to practicing the feature, the member must notify ETSI of the IPR and its willingness (or unwillingness) to license that IPR on FRAND terms. Not notifying ETSI of the IPR is a serious violation of article 4.1 of the ETSI IPR Policy.
  12. It is completely unacceptable under the ETSI IPR Policy not to notify an IPR believed to be essential and then – later when the patented technology has become part of the standard - refuse to grant any licenses, or refuse to grant licenses under FRAND terms and conditions. Not notifying ETSI of the essential IPR is a serious violation of the ETSI IPR Policy and is a behaviour that is fundamentally in conflict with the principles and objectives of standardization.
  13. The IPR Policy of ETSI applies equally to options within the standard. Articles 15.11 and 15.12 of the Policy were intentionally drafted to be clear about it. It is common that a standard has many options. Each of the options in the standard must be accessible to everybody.
  14. Even if there are multiple options related to a general feature or functionality in the standard, one cannot - as holder of an IPR believed to be essential to a particular one of these options - refer to the presence of other options to deny/ignore the essentiality of that IPR.

I, herewith, swear under oath that the statements made here are true and correct.

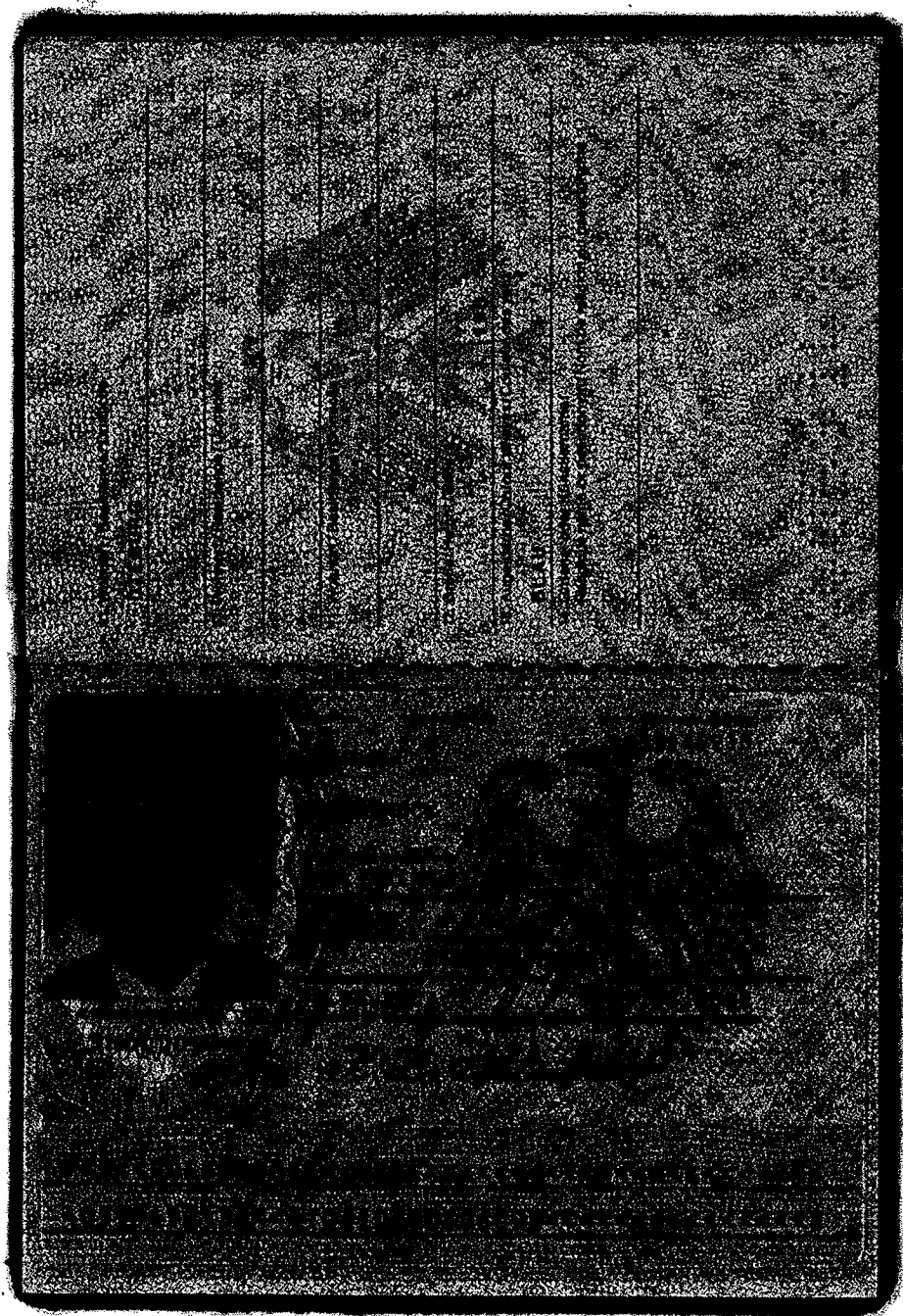
Signed on 15<sup>th</sup> November 2007

  
Karl Heinz Rosenbrock  
Vallauris, France

Je soussignée M<sup>re</sup> C. WINCKLER-AZOULAY  
Notaire associé à GOLFE-JUAN  
CERTIFIE  la signature ci-contre de  
Monsieur Karl ROSENBRÖCK  
GOLFE JUAN, le 15 novembre 2007



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# **Declaration of Deiter Kaiser**

Munich, 14<sup>th</sup> November 2007

**Declaration of Dieter Kaiser**  
**former Chairman of the ETSI Board**

I am Dieter Kaiser.

1. I was born in Cologne/Germany in 1940. After study of electrical and communications engineering including industrial management at the Technische Universität München, I started my business career at the SIEMENS AG in 1965.

2. From 1983 till 2003 I have been active in international telecommunications standardization matters at the International Telecommunications Union (ITU-T) and since 1988 at the European Telecommunications Standards Institut (ETSI). Among others, I have been Vice Chairman and Chairman of the ETSI Technical Committee SPS (Signalling Protokolls and Switching) from 1988 to 1999 and Chairman of the Technical Assembly of ETSI from 1996 to 1999.

3. I have been Vice Chairman and elected Chairman of the ETSI Board during the decisive periode for ETSI from 1996 until 2002, with the establishment of the international 3<sup>rd</sup> Generation Mobility Standardizations Activity.

4. From my all in all twenty years of intimate knowledge of international standardization matters and its principles, my experience as Chairman and Vice Chairman of the ETSI Board, eleven years experience as Vice Chairman and Chairman of ETSI SPS, twenty years as delegate in ETSI and at the ITU-T, I state the following:

5. It is and has been a fundamental principle of standardization used in ETSI that anyone may use technology that has been incorporated into an ETSI Standard or an ETSI Technical Specification. It does not matter whether the technology is minor or substantial and no matter whether the technology is mandatory or optional to the ETSI Standard or ETSI Technical Specification. No part of a public standard may be off-limits to some but accessible to others.

6. ETSI has rules to prevent the standardization of patented technology that a patent holder is unwilling to license. Patented technology that an ETSI member or associate member is unwilling to license must be declared to ETSI in a timely manner, and may not be added to the standard if the ETSI member remains unwilling to license its patent.

7. The requirement to declare essential patents is set forth in the ETSI IPR Policy. Section 4.1 of the ETSI IPR Policy requires patents that are believed to be essential to a Standard or Technical Specification to be declared to ETSI in a timely fashion.

8. Options in the Standard are not exempt from the IPR Policy. To the contrary, the IPR Policy explicitly defines essentiality with reference to whether a Standard can be

practiced without infringing a patent, and defines a Standard as "including options therein" (see Sections 15.6 and 15.11). If a Standard including its options (not merely some of them, but *any choice* of them) can be practiced without infringing a patent, the patent is not essential to the Standard. If not, the patent is essential to the Standard.

9. In my experience, no company would agree to introduce into a Standard, and certainly would not promote and encourage the standardization of, an option that it would not be permitted to practice in the future.

10. It is against the fundamental principles of standardization for an ETSI member to obtain a monopoly position on an option in the Standard. It is completely inappropriate for an ETSI member to seek an injunction that would prevent another company from using an option in a Standard.

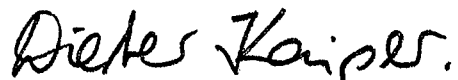
11. The idea that the ETSI IPR Policy does not apply to options is absurd:

- Standards are typically optional as a whole;
- Within a Standard, many and typically most features are optional;
- For alternative options for a feature, each alternative could be blocked with the argument that it is optional. This would leave the public unable to practice any of the options, and thus unable to practice the Standard.

12. The points that are stated for a Standard in paragraphs 8-11 apply equally to a Technical Specification (see Sections 15.6 and 15.12 of the ETSI IPR Policy).

I swear under oath that the foregoing is true and correct.

Signed on 14th November 2007.



Dieter Kaiser  
Munich, Germany

URNr. 8368 / 2007

S/yp

I hereby certify that the above is  
the true signature, signed in my pres-  
ence, of

**Mr. Dieter Kaiser,**

born September 26, 1940,

residing at Bichler Straße 46, 81479  
Munich,

identified by his Identity Card No.  
8016577480.

Place Munich/ Date 14<sup>th</sup> November  
2007

Ich beglaubige hiermit die Echtheit der  
vorstehenden, vor mir vollzogenen Un-  
terschrift von

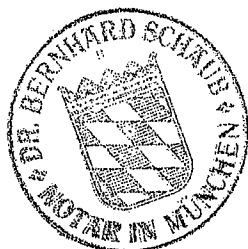
**Herrn Dieter Kaiser,**

geboren am 26.09.1940,

wohnhaft Bichler Straße 46, 81479 Mün-  
chen,

ausgewiesen durch seinen Personalaus-  
weis Nr. 8016577480.

Ort München/ Datum 14. November 2007



Dr. Bernhard Schaub,  
Notar in München

Notary Public in Munich, Germany



# **TruePosition Press Release**

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Global Wireless Location Solutions.

[Positioning Technology](#) | [Applications](#) | [End-to-End](#) | [Location Resource Center](#) | [News & Events](#) | [About Us](#) | [Careers](#) | [T](#)

## News & Events | Press Releases

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## TruePosition Wins Patent Infringement Litigation Against Andrew Corporation

*Jury Finds for TruePosition on All Counts; Awards TruePosition \$45.3 million; Determines Willful Infringement Exists*

**Berwyn, PA, September 17, 2007** — TruePosition, Inc., a leading provider of wireless location technologies and solutions and a subsidiary of Liberty Media Corporation, today announced that TruePosition has won a patent infringement suit against Andrew Corporation in the United States District Court in the District of Delaware, TruePosition, Inc. v. Andrew Corporation (Civ. No. 05-747-SLR).

On September 14, after a trial lasting two weeks, the jury found for TruePosition on all counts and awarded it \$45.3 million for Andrew Corporation's willful infringement of its intellectual property.

This is the second time that TruePosition has successfully defended its intellectual property rights against Andrew Corporation. In this case, TruePosition sued Andrew Corporation for infringing a patent dealing with the location of wireless phones using the wireless network control channel, known as the "144" or "control channel" patent, which is particularly important for safety and security applications. This suit focused primarily on infringement related to contracts that Andrew Corporation entered into with a customer in Saudi Arabia.

"TruePosition is extremely pleased with the jury's decisive verdict in a case that deals with such advanced technology. This verdict is testament to the value – and the importance – of the intellectual property that TruePosition creates," said Frederic Beckley, Senior Vice President and General Counsel of TruePosition.

TruePosition previously sued Andrew Corporation for infringing other patents. In a 2004 settlement, Andrew agreed to pay TruePosition total compensation amounting to \$42 million. In 2001, TruePosition also prevailed in an infringement suit against SigmaOne Communications Corp. in a case that involved the same patent at issue in the most recent suit against Andrew Corporation. TruePosition was represented by Woodcock Washburn LLP in all three actions.

### Related Info

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### Downloads

[TruePosition Overview Fa](#)

[Public Safety Brochure](#)

[TruePosition Overview Fla](#)

**B 21**

"We will continue to vigorously enforce and protect TruePosition's exceptional innovations in wireless location technology," said Stephen Stuu, CEO of TruePosition. "This win illustrates our obligation to continuously deliver pioneering next generation safety solutions and other wireless location solutions to wireless providers and their customers."

#### **TruePosition – Market Leader for E-911**

With more than 15 years of experience and unrivaled technical expertise, TruePosition leads the US market in terms of wireless location systems deployed for Enhanced 911 service. TruePosition has successfully deployed over 75,000 location measurement units that cover more than 270 million people, and locates the majority of the 100 million wireless 911 calls made annually.

#### **About TruePosition**

TruePosition is dedicated to the development and implementation of advanced wireless location products, services and devices, providing complete solutions to support the wireless location needs of the global marketplace. In addition to providing industry leading core location technologies, TruePosition supports all levels of the wireless location value chain to offer turnkey solutions.

TruePosition's foundation was built on the development of advanced location systems, which include handset, network and hybrid location solutions. Today, TruePosition can offer hybrid location systems that incorporate Cell ID, Enhanced Cell ID, Uplink Time Difference of Arrival, Angle of Arrival, and Assisted GPS to power the next generation of location-based services. TruePosition is a subsidiary of Liberty Media Corporation that is attributed to its Liberty Capital Group (NASDAQ: LINTA, LINTB, LCAPA, LCAPB). For more information, visit [www.trueposition.com](http://www.trueposition.com)

**For more information on TruePosition, please contact:**

Robin Kelman  
Account Supervisor  
Garfield Group Public Relations  
Tel: +1 215 867 8600 ext. 244  
[tppr@garfieldgroup.com](mailto:tppr@garfieldgroup.com)

**PTX 237**

PRODBEG = AND\_EF0017136  
TREATMENT : Confidential Information  
              TPI v. Andrew, CA No. 05-00747-SLR  
FILENAME : 1365.htm  
ATTACHMENT :  
FILEPATH : \\Lpg1\Vol1\Data1\TPI-L3\Concordance\EAND005\010\AND\_EF0017136.HTM  
FILEPATHNEW : \\Lpg1\VOL1\Data1\TPI-L3\Concordance\Integratede\AND\_EF06282006\010\AND\_EF0017136.MSG  
OCR : From: Davis, Jennifer <Jennifer.Davis@andrew.com>  
Sent: Thursday, November 17, 2005 10:22 AM  
To: Barker, Pete <pebarker@andrew.com>; Wynn, Randy <rawynn@andrew.com>; Freemire, Lowell  
<lofreemire@andrew.com>; Li, Alan <alali@andrew.com>; McDaniel, Jim <jimcdaniel@andrew.com>; Bell,  
Kent <kebell@andrew.com>; Cushman, Dave <dacushman@andrew.com>  
Subject: FW: shipment to Saudi Arabia  
Attach: SAUDI TELECOM\_001.pdf

FYI – STC shipment scheduled to be in Saudi tomorrow.

Flight Details:

Master Airline Waybill ID: 065-8019 9991

Exel Package ID : CLT01 060731

Flight Information:

Booked on SV34

17-Nov-2005

from: IAD

to: RUH

Scheduled to

leave 17-Nov-2005

at 18:00

Scheduled to

arrive 18-Nov-2005

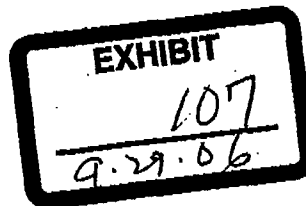
at 18:00

Freight Movement:

05

Consolidation documents printed

PTX-237



B 23

16-Nov-2005

18:00

04

Documents completed

16-Nov-2005

17:16

03

Freight delivered to Exel

11-Nov-2005

11:00

02

Freight picked up from customer

11-Nov-2005

08:00

01

Shipment booked

11-Nov-2005

**PTX-237**

**B 24**

12:45

Freight Details:

Total Number of Pieces

3

Total Charge Weight

909.5 KGM

Total Volume

5.455 MTQ

Jennifer Davis

434.386.5127 Phone

434.386.5320 FAX

-----Original Message-----

From: Omar Kazzaz [mailto:Omar.Kazzaz@US.Exel.Com]

Sent: Thursday, November 17, 2005 10:52 AM

To: Davis, Jennifer

Cc: Hessah Almoqati; Wade Thompson; Snyder, Susan Contact (EXEL.COM); Denise Palmer; Adriana Rios; Ron Blandford

Subject: Re: shipment to Saudi Arabia

Good day Jennifer:

Here are the flight details and copies of legalized export docs for the Saudi Telecom shpt.

As for Todd's shpt, I am still waiting for the legalized docs which we are told we will rcv today or tomorrow as the consulate is in the process of legalizing the customs letter for the temporary import into Saudi Arabia.

**PTX-237**

**B 25**

Regards,

(See attached file: SAUDI TELECOM\_001.pdf)

Omar Kazzaz

Export Manager

Exel

Freight Management, US

Email: omar.kazzaz@us.exel.com

Office: (704) 357 0117

Mobile: (704) 578 0932

Fax: (704) 357 0468

Address:

Exel Global Logistics, Inc.

4325 Beam Rd

Suite 105

Charlotte, NC 28217

"Davis, Jennifer"

<Jennifer.Davis@a To: "Omar Kazzaz" <Omar.Kazzaz@US.Exel.Com>  
ndrew.com> cc:

Subject: shipment to Saudi Arabia

11/17/2005 08:44

AM

**PTX-237**

**B 26**



Omar,

Are flight details available yet for the shipment? I was in hopes the paperwork got finalized yesterday. Please let me know.

Thanks,

Jennifer

---

This message is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any unauthorized use of this email is prohibited.

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[mf2]

**PTX-237**

**B 27**

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The information in this email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. If you are not the intended addressee please contact the sender and dispose of this e-mail.

Shipper's Name and Address <b>ANDREW CORPORATION 10500 WEST 153RD STREET ORLAND PARK IL 60462</b>		Shipper's account Number <b>1000104900</b>		Not Negotiable <b>Air Waybill</b> (Air consignment note) Issued by		House Air Waybill No. <b>CLT01 060731</b>	
Consignee's Name and Address <b>SAUDI TELECOM COMPANY ATTN: MOUTAZ ALHARBI 011966503251791 2ND AL AKHARIA BLDG OLAYA ST. RIYADH</b>		Consignee's account Number <b>0000029735</b>		<b>Exel Global Logistics Inc</b> 4120 Point Eden Way - Suite 200, Hayward, CA 94545 <small>Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.</small> <small>It is agreed that the goods described herein are accepted for carriage in apparent good order and condition (except as noted) and SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD, RAIL, WATER OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. SHIPPER may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.</small>			
Issuing Carrier's Agent Name and City <b>MAWB NO. 065-8019 9991</b>		Account No.		Accounting Information <b>Factory Order No. ANDREW DELIVERY ORDE, P.O.NBR: ANDREW SALES ORDER N</b>			
Airport of Departure (Addr. of first Carrier) and requested Routing <b>WASHINGTON DULLES INTL</b>							
to: By first Carrier		Routing and Destination		to: by		Currency	
<b>RUH SV</b>		<b>SV34/17</b>		<b>USD</b>		<b>NVD</b>	
Airport of Destination		Flight/Date		Amount of Insurance		Declared Value for Carriage	
<b>RIYADH</b>		<b>SV34/17</b>		<b>XXX</b>		<b>1767949.00</b>	
Handling Information <b>DOCS ATTACHED: COMM INV. 8110944          KNOWN/VERIFIED, NDR/AES/EIN132622043, -1007821116</b>							
These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations, Division contrary to U.S. Law Prohibited.							
No. of Pieces RCP	Gross Weight	kg	Rate Class	Chargeable Weight	Rate	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
3	705.0	KG	9999	909.5	2227.05	2227.05	TELECOMMUNICATION EQUIPMENT ** LETTER OF CREDIT **
VOL & DIMS CONTD: CMT EXEL INDIRECT AIR CARRIER SECURITY PROGRAM APPROVAL NUMBER: WP-93-11-002.							VOL: 5.455MTQ DIMS: 3 @ 121.9x106.7x139.7
3	705.0					2227.05	
Prepaid		Weight Charge		Collect		Other Charges	
2227.05		Valuation Charge					
Tax							
Total other Charges Due Agent							
Total other Charges Due Carrier							
1025.83							
Total prepaid		Total collect					
3252.88							
Currency Conversion Rates		cc charges in Dest. Currency					
For Carriers Use only		Charges at Destination		Total collect Charges			
PTX-237							

E-226-C (4/05)

Original 3 - For Shipper

CLT01 060731

ORIGIN SET

**ANDREW.**

**ANDREW CORPORATION**  
**10500 WEST 153RD STREET ORLAND PARK IL 60462 US**  
**Phone 1-708-349-3300 Fax 1-708-349-5699**

COMMERCIAL INVOICE NO: 8110944		SALES ORDER NO: 1219799	COMMERCIAL INVOICE DATE: 25 Oct 2005
<b>SOLD TO</b>	<b>SHIP TO</b>	<b>FORWARDER</b>	<b>SHIPPED FROM</b>
SAUDI TELECOM COMPANY	SAUDI TELECOM COMPANY		Andrew Forest
THE MANAGER, EXPENDITURE DEPT	ATTN: MOUTAZ ALHARBI		140 Vista Centre Drive
STC HEADQUARTERS	011-366-50-325-1731		FOREST VA 24551
KING ABDUL AZIZ COMPLEX, RIYADH	2ND AL AKHARIA BLDG, OLAYA ST,		UNITED STATES
KINGDOM OF SAUDI ARABIA	RIYADH		CREATED BY: MIHARE
SAUDI ARABIA	SAUDI ARABIA		

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

On behalf of Andrew Corporation, I hereby swear that the prices stated in this invoice are the correct export market prices for the merchandise described herein and that the origin of these goods is as mentioned below. I accept full responsibility for any inaccuracies or errors herein. United States law prohibits dispositions of these commodities to Libya, Cuba, North Korea, Iraq, and Iran unless otherwise authorized by the United States.

SHIP C/O EXEL FREIGHT MANAGEMENT- CHARLOTTE, NC  
 ALL ITEMS WITH \$0.00 ARE INCLUDED IN THE PACKAGE PRICE ABOVE THAT ITEM

Item No /Desc	Customer PO	Commodity Code	Origin	Quantity	UOM	Unit Price	Extended Price
GEO-LMU2E	LOI FIELD TRIAL	9031.80.8085	US	28	EA	41,006.00	1,148,168.00
Location Measurement Unit							
LMU2E	LOI FIELD TRIAL	9031.80.8085	US	28	EA	0.00	0.00
WLS V3, 2 CH,EUROPEAN							
A003126.G1	LOI FIELD TRIAL	8529.10.9000	US	28	EA	0.00	0.00
ASSY,KIT,V3 MOUNTING BRACKET,19"							
G21AA035-1	LOI FIELD TRIAL	8529.10.7000	US	28	EA	0.00	0.00
ANTENNA,GPS,35 Db GAIN,TNC CONNECTOR							
G71A0065-2	LOI FIELD TRIAL	7306.30.5032	US	28	EA	0.00	0.00
PIPE,3/4"GALV SS,LENGTH 2FT,THREA BOTH EN							
G20A0022-1	LOI FIELD TRIAL	7318.15.2095	US	56	EA	0.00 / 100	0.00
U-BOLT,3/4"PIPE,1/4-20THD,1 1/4 D,2 1/4L							
G14A0803-2	LOI FIELD TRIAL	8536.69.4010	US	350	EA	0.00	0.00
CONN, EZ, QMA-M, RA, LMR-240							
G14A0726-1	LOI FIELD TRIAL	8536.69.4010	US	280	EA	0.00	0.00
TNC,STR,MCRIMP,LMR-240 CX,NONSLDRCONTAPIN							
G18A0016-1	LOI FIELD TRIAL	8544.20.0000	US	20	EA	0.00	0.00
WIRE,CX,LMR-240,FOILSH,PLY FOAM,500F SPL							
G46A0002-2	LOI FIELD TRIAL	8536.30.8000	US	28	EA	0.00	0.00
LGHTNG ARSTR,TNCFOC-1.75G,30A 1KV 15 MIN							
G15A0789-1	LOI FIELD TRIAL	8544.49.8000	US	28	EA	0.00	0.00
CABLE,ASSY,ALARM							
G21AA043-2	LOI FIELD TRIAL	8529.10.7000	US	28	EA	0.00	0.00
ANTENNA,800 / 1900 MHZ,3DB QMA,MAG MOUNT							

**TERMS AND CONDITIONS****TOTALS**

Total Pieces 3 Cubic IN3 307200.000  
 Cubic M3 5.034

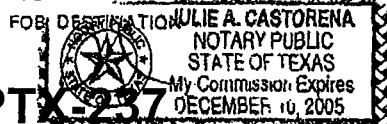
Gross LB 1550.000  
 Gross KG 702.948

Total SAR 1,767,949.00

Payment Terms TO BE DETERMINED

Shipping Terms PPB

Trade Terms



The Humble Area Chamber of Commerce recognized under the laws of the State of Texas Certifies in reliance of representation of the exporter and not on the basis of independent verification that to the best of its knowledge and belief the above information is true and correct.

*May 2. Martinez*

**B 30**

**ANDREW.**

**ANDREW CORPORATION**  
**10500 WEST 153RD STREET ORLAND PARK IL 60462 US**  
**Phone 1-708-349-3300 Fax 1-708-349-5699**

COMMERCIAL INVOICE NO: 8110944

SALES ORDER NO: 1219769

COMMERCIAL INVOICE DATE: 25 Oct 2005

SOLD TO	SHIP TO	FORWARDER	SHIPPED FROM
SAUDI TELECOM COMPANY	SAUDI TELECOM COMPANY		Andrew Forest
THE MANAGER, EXPENDITURE DEPT	ATTN: MOUTAZ ALHARBI		140 Vista Centre Drive
STC HEADQUARTERS	011-966-50-325-1791		FOREST VA 24551
KING ABDUL AZIZ COMPLEX, RIYADH	2ND AL AKHARIA BLDG. OLAYA ST,		UNITED STATES
KINGDOM OF SAUDI ARABIA	RIYADH		CREATED BY: MIHARE
SAUDI ARABIA	SAUDI ARABIA		

Item No /Desc	Customer PO	Commodity Code	Origin	Quantity	UOM	Unit Price	Extended Price
A002689.G1	LOI FIELD TRIAL	8529.10.9000	US	10	EA	0.00	0.00
ASSY,KIT 500 EA., 14 1/2" TIE WRAPS							
G15A0535-4	LOI FIELD TRIAL	8544.20.0000	US	27	EA	0.00	0.00
CABL,CAT5,20FT,RJ45 TO RJ45 STRAIGHT,SHL							
G18A0021-5	LOI FIELD TRIAL	8544.20.0000	US	2	EA	0.00	0.00
WIRE,2 COND.,12 GA BELDEN 9412,1000FT							
G75A0259-1	LOI FIELD TRIAL	8536.69.4050	US	26	EA	0.00	0.00
ADAPTER,RF45F TO DB15M,CUSTOM							
G14A0804-2	LOI FIELD TRIAL	8536.69.4010	US	100	EA	0.00	0.00
RING TERMINAL, #6, 12-10 GA, BRAZED							
GEO-SMLC-ANS	LOI FIELD TRIAL	8543.89.9695	US	1	EA	215,265.00	215,265.00
Andrew SMLC Hardware							
A002979.G3	LOI FIELD TRIAL	8517.50.5000	US	1	EA	0.00	0.00
SUBASSEMBLY TEMPLATE							
A002838.G2	LOI FIELD TRIAL	8517.50.5000	US	1	EA	0.00	0.00
CISCO7206 RUTER,DC DUAL PWR,CHASSIS ONLY							
G15A0586-1	LOI FIELD TRIAL	8544.49.8000	US	1	EA	0.00	0.00
CBL,DB25M/DB25M,6 FT,25CONDU,STAT THRU							
G71A0099-1	LOI FIELD TRIAL	8529.10.9000	US	1	EA	0.00	0.00
GCS, ETH. SW 23" RK MT KIT							
G75A0128-2	LOI FIELD TRIAL	8524.91.0070	US	1	EA	0.00	0.00
GCS, 16 PORT ETHER SW., -48VDC, RK MT							
G75A0148-1	LOI FIELD TRIAL	8529.10.9000	US	1	EA	0.00	0.00
MODEM,EXTERNAL,DATA / FAX,USR5686E							

PTX-237

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**ANDREW.**

**ANDREW CORPORATION**  
**10500 WEST 153RD STREET ORLAND PARK IL 60462 US**  
**Phone 1-708-349-3300 Fax 1-708-349-5699**

COMMERCIAL INVOICE NO: 8110944

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SOLD TO	SHIP TO	FORWARDER	SHIPPED FROM
SAUDI TELECOM COMPANY	SAUDI TELECOM COMPANY		Andrew Forest
THE MANAGER, EXPENDITURE DEPT	ATTN: MOUTAZ ALHARBI		140 Vista Centre Drive
STC HEADQUARTERS	011-966-60-325-1791		FOREST VA 24551
KING ABDUL AZIZ COMPLEX, RIYADH	2ND AL AKHARIA BLDG. OLAYA ST.		UNITED STATES
KINGDOM OF SAUDI ARABIA	RIYADH		CREATED BY: MIHARE
SAUDI ARABIA	SAUDI ARABIA		

Item No /Desc	Customer PO	Commodity Code	Origin	Quantity	UOM	Unit Price	Extended Price
G75A0174-1	LOI FIELD TRIAL	8517.50.5000	US	1	EA	0.00	0.00
RTR,CISCO7200,8PRTT1 (8E1)ADPT W/CSU/DSU							
GEO-SMLCSW-ANS	LOI FIELD TRIAL	8524.91.0070	US	28	EA	3,061.00	85,708.00
SMLC Software							
GEO-LMU2E-SW	LOI FIELD TRIAL	8524.91.0070	US	28	EA	8,937.00	250,236.00
LMU Software							
GEO-AMU-SW	LOI FIELD TRIAL	8524.91.0070	US	28	EA	2,449.00	68,572.00
AMU Software							
NET VALUE							1,767,949.00
SALES TAX							0.00
TOTAL SAR							1,767,949.00

PTX-237

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## CERTIFICATE OF ORIGIN

The Undersigned EXEL 4325 BEAM ROAD SUITE 105 CHARLOTTE, NC  
 (Owner or Agent, &c)  
 for ANDREW CORPORATION 10500 WEST 153RD STREET ORLAND, FL 60462 US declares

that the following mentioned goods shipped on S/S EXEL  
 Name of Ship  
 on the date of NOVEMBER 10, 2005 consigned to: SAUDI TELECOM COMPANY 2ND AL AKHARIA BLDG OLAYA ST.

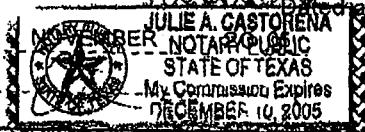
RIYADH SAUDI ARABIA

are the products of UNITED STATES OF AMERICA.

MARKS AND NUMBERS	NO. OF PKGS., BOXES OR CASES	WEIGHT IN KILOS		DESCRIPTION
		GROSS	NET	
AS ADDRESSED	4 PCS	727.90		TELECOMMUNICATION EQUIPMENT
				POL: NC POD: SAUDI ARABIA

Sworn to before me

this 10 day of



HOUSTON on the 10 day of NOVEMBER 20 05

Signature of Owner or Agent

The HUMBLE AREA CHAMBER OF COMMERCE

has examined the manufacturer's invoice or shipper's affidavit concerning the origin of the merchandise and, according to the best of its knowledge and beliefs, finds the information to be true and correct.

Secretary

a recognized Chamber of Commerce under the laws of the State of TX,  
 the Humble Area Chamber of Commerce recognized under  
 the laws of the State of Texas Certifies in reliance of  
 presentation of the exporter and not on the basis of  
 independent verification that to the best of its knowledge  
 and belief the above information is true and correct.

*Mary A. Martinez*

PTX-237

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# **Excerpts of April 10, 2007 Hearing Transcript**



IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE DISTRICT OF DELAWARE

TRUEPOSITION, INC., : CIVIL ACTION  
Plaintiff :  
vs. :  
ANDREW CORPORATION, :  
Defendant : NO. 05-747 (SLR)

Wilmington, Delaware  
Tuesday, April 10, 2007  
8:30 o'clock, a.m.

BEFORE: HONORABLE SUE L. ROBINSON, Chief Judge

APPEARANCES:

CONNOLLY, BOVE, LODGE & HUTZ LLP  
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Valerie J. Gunning,  
Official Court Reporter

1 patent. The other cross-hatched piece of U-TDOA is not.

2 THE COURT: All right. So you say the '144  
3 patent covers that whole section, but that it isn't, it  
4 wasn't -- you weren't required to disclose it because it  
5 is technically possible to implement the standard without  
6 infringing the '144 patent?

7 MS. MILSARK: You can do it with cell I.D.  
8 You can do it with enhanced cell I.D. You can do it with  
9 assisted GPS, you can do it with U-TDOA.

10 THE COURT: Is there any way to do U-TDOA  
11 without infringing the '144 patent?

12 MS. MILSARK: You can do U-TDOA on the voice  
13 channel without infringing the '144 patent.

14 THE COURT: Let's be real specific. Is there  
15 any way of doing the yellow without infringing the '144  
16 patent?

17 MS. MILSARK: You can move it over to the  
18 voice channel. You can do idle mode location on the voice  
19 channel if you get the cooperation of the RAM vendor.  
20 It's technically possible. This is where you get into the  
21 damage expert testimony where she's saying it may not be  
22 commercially feasible.

23 THE COURT: Well, tell me something. Your  
24 company, with the help of Grayson, took the yellow sliver,  
25 the U-TDOA, and took it to the standards committee and

1 proposed it, but yet you're saying, because it's policy to  
2 use other technology, that your patent isn't essential?

3 MS. MILSARK: We took the whole wedge.

4 THE COURT: You took the whole wedge?

5 MS. MILSARK: The whole wedge is U-TDOA. The  
6 whole wedge is what is covered by the U-TDOA location  
7 finding mechanism in what we understand to be the standard.

8 THE COURT: And the fact -- but the fact that  
9 the '144 patent only covers part of that -- I mean, it  
10 just strikes me that you weren't being completely honest.

11 MS. MILSARK: Something that's going on in  
12 the background here I think is what is the purpose of a  
13 standards body and what kind of concerns are going on  
14 there.

15 I think it's fair to say that there are always  
16 antitrust concerns whenever you have competitors getting  
17 together and talking about their technology and one of  
18 the concerns that is always lurking in the background is  
19 that you don't want a company to be able to extract a  
20 license stream that it's not really entitled to.

21 So a lot of times you have companies coming  
22 in and saying, Oh, this is ours. Let's put this in the  
23 standard and then you'll have to pay us gobs and gobs of  
24 money.

25 And so there's intention, and the intention

1 is reflected in the ETSI policy, which is in our appendix,  
2 which says that you want to weigh the balance between  
3 patent holders and/or I.P. holders and open access to  
4 technology.

5 THE COURT: But you did not let them weigh the  
6 balance. You weigh the balance yourself?

7 MS. MILSARK: Well, because we looked at the  
8 definition of essential and we said is it essential? No.  
9 Within the definition of essential always we understand  
10 the definition, it is not, because voice channel is the  
11 way that it's typically done and it's done everywhere to  
12 answer 911. That was the technology at the time.

13 And looking at the essential definition, our  
14 people, and you can see it from their testimony which is  
15 in the appendix, didn't believe it to be essential.

16 THE COURT: All right. Let's move on to  
17 something else.

18 Thank you.

19 MR. MILCETIC: Your Honor, Paul Milcetic on  
20 behalf of TruePosition. I really, really apologize for  
21 this, but could you give me 90 seconds? I have a health  
22 issue to take care of. Be back immediately.

23 THE COURT: Yes. We'll take five minutes.

24 MR. MILCETIC: Thank you.

25 THE COURT: All right.

# **Excerpts from Trial Transcripts**

1 therefore, we won't be going as long as 4:30 in the  
2 afternoon. And we'll try very hard to stick to the schedule  
3 that we've given you.

4 All right. I'm done with my preliminary  
5 instructions and I think we're ready to start with our  
6 opening statement from plaintiff's counsel.

7 MR. MILCETIC: Thank you, your Honor.

8 As you've just seen in the video, this case is  
9 really about inventions and it's really about a company whose  
10 patented inventions have been taken by a corporation that's  
11 now trying to invent an excuse for taking those patented  
12 inventions.

13 My name is Paul Milcetic and I represent the  
14 company that made the invention, TruePosition. In fact, I  
15 and the people sitting at this table represent TruePosition.

16 And the corporation that took the inventions in  
17 this case is the defendant, Andrew Corporation.

18 Over the next few days, you're going to hear  
19 from some people that made the invention in this case and  
20 people that worked at TruePosition since the time that it  
21 began.

22 The gentleman that worked on the invention and  
23 made it was John Webber. You're going to hear from him, and  
24 you're also going to hear from people at TruePosition that  
25 have been with TruePosition almost since the time the company

1 began.

2           You're going to hear from the former President.  
3 He's going to be our first witness who was the President  
4 of the company until just a few days ago. His name is Joe  
5 Sheehan. Joe is actually in the courtroom.

6           Stand up, Joe.

7           Joe lives with his family just outside  
8 Philadelphia and he was with the company since 1995. The  
9 company began in 1992. He was the second employee and  
10 today has between 300 and 400 employees.

11           Back in 1992, TruePosition came up with a new  
12 and revolutionary idea for finding where a cell phone is.  
13 There -- and the basic idea was they came up with the idea  
14 in 1992. They filed for a patent in 1993, and in 1994,  
15 the patent was issued, and this is it, the '144 patent  
16 (indicating). It's the patent that's at the center of the  
17 case. And it's an idea that launched the company, so that  
18 back then, the company built its -- its concepts and its  
19 principles around this patent and it went from two  
20 employees to 350 to 400 employees today.

21           The basic idea is for finding a cell phone and  
22 there's a lot of reasons why you'd want to find a cell  
23 phone. One is if someone is dialing 911, let's say, and  
24 they're in distress. They're having a heart attack, you  
25 want to be able to send an ambulance to that person and to

1 find where they are. That's one reason you want to find a  
2 cell phone.

3 Another reason for finding a cell phone would  
4 be tracking terrorists, tracking someone who doesn't want to  
5 be found. Tracking elderly people, children, lost children  
6 that are carrying cell phones. So back in 1992, TruePosition  
7 had an idea for finding a cell phone and that idea was to use  
8 the cell phone's control channel signals to find where the  
9 cell phone is.

10 So I'm going to explain a little bit to you  
11 and we're going to get into more detail in this case, but  
12 basically the idea is that in a cellular network, there  
13 are two kinds of signals that a cell phone sends: Voice  
14 channel signals and control channel signals.

15 Voice channel signals are signals that a cell  
16 phone sends when you are talking, and they are called voice  
17 channel signals because -- because they're carrying your  
18 voice. That is why they call them voice channel signals.  
19 And what you just saw in the animation there was that your  
20 voice is carried to a cell to your, and when I say cell  
21 tower, they're basically just big antennas. You see them  
22 on the road. They're part of a cellular network. When I  
23 say cellular network, I mean like AT&T wireless, Verizon,  
24 Cingular, that kind of thing.

25 Those signals are carried to a cell tower and



Sheehan - direct

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1 Telecom. And I think they were acquired by Andrew  
2 Corporation.

3 - - -

4 A. (Continuing) and then I think Allen Telecom was  
5 acquired by Andrew Corporation.

6 Q. When you -- when the Andrew Corporation that is  
7 competing with you today was part of Allen Telecom, were  
8 you competitors?

9 A. Yes, we were.

10 Q. How do you know?

11 A. I guess, among other reasons, we were competing for  
12 the same business at -- several cellular operators, the  
13 likes of AT&T Wireless, Cingular Wireless, Team Mobile, a  
14 few others.

15 Q. When did Andrew Corporation acquire those prior  
16 entities?

17 A. I'm trying to remember the exact time frame, but  
18 probably back in the 2002 time frame or late 2001, early  
19 2002, I think, as I recall.

20 Q. All right. And since that time, has Andrew  
21 Corporation and TruePosition, have they been competitors?

22 A. Yes, we have.

23 Q. During any point in that time, were Andrew Corporation  
24 and TruePosition not competitors?

25 A. No.

Sheehan - direct

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1 Q. What do you understand to be the relative size of  
2 Andrew Corporation versus TruePosition?

3 A. I think Andrew Corporation is a lot bigger than  
4 TruePosition. I think they're -- the last published  
5 revenues I saw from them were over \$2 billion per year.  
6 I think TruePosition's revenues are on the order of \$225  
7 million a year. So roughly ten -- more than ten times  
8 the size of TruePosition.

9 Q. I'd like to put into evidence -- I would like to,  
10 before I do that, ask you to turn to Exhibit PX-7 in your  
11 binder.

12 A. Yes.

13 Q. Do you recognize that document?

14 A. Yes, I do.

15 Q. What is it?

16 A. It's -- it's a letter from our attorneys,  
17 TruePosition's attorneys, to Allen Telecom, informing them  
18 of several patents, including the '144 patent.

19 Q. Okay.

20 A. And we were asking as to whether or not they, you  
21 know, they were utilizing these.

22 Q. Okay.

23 A. And would require a license or not.

24 MR. MILCETIC: I would like to offer into  
25 evidence Exhibit PX-7.

Sheehan - direct

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1 MR. DESMARAIS: No objection.

2 THE COURT: Thank you.

3 DEPUTY CLERK: So marked.

4 \*\*\* (Plaintiff's Exhibit No. 7 was received into  
5 evidence.)

6 BY MR. MILCETIC:

7 Q. Now, around the time that this letter was sent, did  
8 you know it at the time?

9 A. Yes.

10 Q. You mentioned a license. What does the letter say  
11 about a license?

12 A. Effectively, the last sentence of the letter asks --  
13 inquires as to whether they're interested in licensing or  
14 would need further information regarding any of these  
15 patents, including the '144 patent. That's the sentence.

16 Q. After -- well, who was this sent to again?

17 A. This was sent to Allen Telecom, but directly to Joe  
18 Kennedy, I believe, it's titled.

19 Q. Is it your understanding that he's still with Andrew  
20 Corporation?

21 A. I'm not sure if he's still directly with them. Maybe  
22 affiliated with them. I'm not sure.

23 Q. Is it your understanding that he was with them until  
24 recently?

25 A. Yes.

Beckley - direct

499

1 BY MS. MILSARK:

2 Q. You are referring to the last paragraph, where it  
3 says --

4 A. That's right.

5 Q. If you would like to inquire about a license or need  
6 further information, please contact me directly.

7 A. That's right.

8 Q. At the time of this letter, was TruePosition willing  
9 to license the '144 patent to Andrew?

10 A. Yes, we were. It's actually -- it's in the second  
11 paragraph. Actually -- yeah. The page before.

12 Q. Is that the '144 patent that's mentioned?

13 A. Yes.

14 Q. I didn't ask you before, and I should have. In  
15 your role as General Counsel, were you involved in  
16 licensing intellectual property for the company?

17 A. Yes, I am.

18 Q. So if a license had been requested or granted, you  
19 would have been involved in that?

20 A. Yes, certainly.

21 Q. What happened as a result of this lettered?

22 A. Really, nothing. We didn't get a response.

23 Q. All right.

24 A. So eventually, in the course of things, we actually  
25 filed suit.

Beckley - direct

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1 Q. Do you remember when that was?

2 A. Yes. We filed suit at the end of -- near the end of  
3 2001.

4 Q. Okay.

5 A. I believe.

6 Q. And did you include the '144 patent in this suit that  
7 you filed at that time?

8 A. No, we didn't.

9 Q. Why not?

10 A. At that time, Andrew's product was a voice-generated  
11 product. They were in the market of providing location  
12 services for 911 calls. When someone calls 911 from the  
13 cell phone, by definition, you're talking, you're on the  
14 voice channel, they weren't using the control channel, so  
15 therefore they didn't need a license to the patent.

16 Q. Now, you are involved in overseeing litigation; is  
17 that right?

18 A. Yes, I am.

19 Q. So you oversaw that litigation, paid attention to  
20 what the outside lawyers were doing?

21 A. Mostly.

22 Q. Do you remember whether Andrew used that '144 patent  
23 at all in connection with the last litigation?

24 A. Yes, they did. They used -- they tried to use it  
25 against us to say that it constituted prior art against

Beckley - direct

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1 another one of our GSM patents that was involved in the  
2 suit. I think it was our '192 patent, and they actually  
3 filed it with the Court, with a brief or a motion, or  
4 something in the patent itself.

5 Q. In your experience, when a lawyer files a brief or  
6 a motion like you just discussed that cites certain  
7 documents, does he typically review them, analyze them?

8 A. I would expect so.

9 Q. You hope your lawyers do?

10 A. I hope they do.

11 Q. Once the prior litigation was under way, were there  
12 ever any discussions about licensing?

13 A. Yes. During the course of the litigation, there were  
14 a few, a few discussions.

15 Q. Did any of those discussions involve the '144 patent  
16 or did they just discuss -- involve the discussions of the  
17 patents that were at issue in that case?

18 A. There were two separate sets of discussions, I should  
19 say, both of which involved the '144 patent during that  
20 case.

21 Q. Let's take the first one. What was that all about?

22 A. The first one at the time Andrew's primary customer  
23 was AT&T Wireless, and AT&T Wireless became nervous about  
24 their supply of their product.

25 So they sort of tried to intervene in the

Beckley - direct

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1 lawsuit and tried to force a settlement between the parties.

2 Q. Could you look at PTX-8 in your book, please?

3 Do you recognize this?

4 A. Yes, I do.

5 Q. Can you tell me what it is?

6 A. This is an e-mail that I wrote to two attorneys at  
7 Andrew and an attorney at AT&T.

8 MS. MILSARK: Your Honor, I move the admission  
9 of PTX-8.

10 MR. DESMARAIS: No objection.

11 THE COURT: Thank you.

12 DEPUTY CLERK: So marked.

13 \*\*\* (Plaintiff's Trial Exhibit No. 8 was received  
14 into evidence.)

15 MS. MILSARK: Can we get that a little less  
16 fuzzy?

17 BY MS. MILSARK:

18 Q. So you say this is an e-mail from you to who?

19 A. Yes. The individual is Pat McPherson, who was at the  
20 time -- he was Andrew's outside attorney. I think he has  
21 been replaced. Laura Meagher I believe was the President  
22 of Allen Telecom. I believe she has been replaced. Glen  
23 Blumstein is an intellectual property lawyer at AT&T. I  
24 believe he's still there.

25 Q. What was the purpose of the e-mail?

Gottesman - direct

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1 A. That section is describing the time difference of  
2 arrival method for locating the cell phone, TDOA, and says  
3 the TDOA technique works by measuring the exact time of  
4 arrival of a radio signal, that's the RF signal, at three  
5 or more separate cell sites, just like in the patent.

6 Do you want me to continue reading?

7 Q. Sure.

8 A. Because radio waves travel at a fixed and known  
9 rate, the speed of light, by calculating the difference  
10 in arrival time at pairs of cell sites, it is possible to  
11 calculate hyperbolas on which the transmitting device is  
12 located.

13 Hyperbolas, that's a fancy name to those  
14 curves that we saw earlier, so it can calculate those  
15 curves, hyperbolas, on which the transmitting device, that  
16 is the cell phone transmitting on the reverse control  
17 channel, is located.

18 And as then if Figure 222 -- as seen in  
19 Figure 2.2.1, measurements at two pairs of cell sites.

20 MR. MILCETIC: Could we highlight the whole  
21 top of that picture?

22 THE WITNESS: Create two intersecting  
23 hyperbolas, those curves, indicating the location of the  
24 transmitting device. That's the cell phone. The TDOA  
25 technique uses the existing receive antennas already



Gottesman - direct

876

1 present at a cell site.

2 BY MR. MILCETIC:

3 Q. Okay. So would Andrew -- what Andrew Corporation is  
4 showing in your mind, is that similar to what you've been  
5 showing the jury today in terms of tutorial and how time  
6 difference of arrival works?

7 A. Yeah, in a nutshell, yeah.

8 Q. So the little circles coming from the phone, what  
9 are they?

10 A. These are the hyperbolas, the curves, that were  
11 described that determined based on time difference of  
12 arrival between pair of cell sites.

13 Q. What about the circles? The circles?

14 A. The circles show the transmission of the radio  
15 frequency, the control channel on the reverse control  
16 channel signal, transmitting from the phone to those  
17 antennas.

18 Q. And the three, what are the three things around?

19 A. These are three antennas, three cell sites.

20 Q. All right. Now, did you rely in part on this  
21 document, PX-171, to form your opinion?

22 A. Yes.

23 Q. Did you rely on any other documents to show that  
24 Andrew Corporation actually shipped some of this equipment  
25 to Saudi Arabia?

Gottesman - direct

877

1 A. Yes.

2 Q. Will you turn to PTX-237?

3 (Pause.)

4 THE WITNESS: Yes.

5 BY MR. MILCETIC:

6 Q. Do you have a sense of what this document is?

7 A. This document contained a shipment -- shipment  
8 information by Andrew Corporation, where the shipment  
9 included LMU units, WLS units. The shipment is from  
10 Andrew Corporation to Saudi Telecom Company, STC.

11 So they included LMU WLS units, and they  
12 also included a GCS. Here it's referred to as SMLC, but  
13 it's the same -- it's just a different name they use for  
14 GCS, the central computer.

15 So this is a shipment slip from Andrew to  
16 STC, Saudi Telecom, by carrier called Excel.

17 Q. Okay.

18 MR. MILCETIC: We'd like to move into evidence  
19 Exhibit 237.

20 THE WITNESS: Yes.

21 MR. AROVAS: No objection.

22 THE COURT: Thank you.

23 DEPUTY CLERK: So marked.

24 \*\*\* (Plaintiff's Trial Exhibit No. 237 was received  
25 into evidence.)

Gottesman - direct

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1 BY MR. MILCETIC:

2 Q. Do you think this is worth going through, Dr.

3 Gottesman?

4 A. Please, yes.

5 Q. Okay. Where is the listing of the GCS or the WLS?

6 A. If you refer to -- there's no page number here, but

7 I would say Page 8, perhaps.

8 If you can enlarge the first item, the first

9 row, item -- okay. So there is item number and some

10 codes and prices for that. And the first item is

11 GEO-LMU 2E. And the cost of shipping those units, unit

12 price is 41,000. The extended price is one million 148

13 and 158 dollars (sic).

14 Q. Did you see, apart from this document, other

15 documents like this that showed shipment?

16 A. There is another page here that shows more shipment,

17 more items have been shipped, yes.

18 If you move to the next page, and, again,

19 there is listing items here, so there is one item.

20 GOS-SMLC-ANS. There's a comment here saying Andrew SMLC

21 hardware. SMLS is another name for the central computer.

22 So one of these units was shipped at a cost of \$215,265.

23 Q. All right. Now, could we go back to your view about

24 infringement for a moment?

25 A. Yes.

Magnusson - direct

1781

1 Q. Right?

2 A. Yes.

3 Q. This technology option, which has a patent on it,  
4 which the patent owner, in his mind, is not willing to  
5 license to anybody, made it in because it was not  
6 declared to ETSI; is that correct?

7 A. Yes. Correct.

8 Q. In other words, if it had been declared to ETSI,  
9 what would have happened?

10 A. It would never have become part of the standard.

11 Q. So if you're in the industry and you make products  
12 that are supposed to be standards compliant and you pick  
13 up this standard and you see four technology options  
14 listed in that standard, what are you thinking to  
15 yourself? Which ones can you use?

16 A. All four.

17 Q. All right.

18 A. Would be my assumption.

19 Q. You mean you don't have any idea that you might be  
20 sued on technology option four?

21 A. No. The only idea I might have is that any one of  
22 these technologies might be covered by a license -- a  
23 patent that I can license under reasonable terms, but  
24 that's the only thing that I would keep in mind. But  
25 other than that, they all look the same to me.

Magnusson - direct

1782

1 Q. So everything in there, you know and you believe  
2 that you're free to use; is that correct?

3 A. That's correct.

4 Q. And it might be completely free of charge or you  
5 might have to pay a reasonable licensing fee; is that  
6 correct?

7 A. That's correct.

8 Q. And you cannot be blocked from practicing any of  
9 those four technology standards, can you?

10 A. No. That's totally against the nature of the  
11 standard, the spirit of the standards.

12 Q. Now, what if the patent holder says the patent  
13 holder of -- of the patent on T4, what if he says the  
14 following? What if he says, you're not blocked from  
15 practicing this. Go practice T1 to T3. Take your pick,  
16 from T1 to T3. Do any of those. Okay?

17 A. Yes.

18 Q. Does that make it all better? Is that a  
19 satisfactory result for you?

20 A. No. Again, it doesn't really matter if it's -- if  
21 it's a small or big or whatever the definition is. I  
22 should have access to all these options.

23 Q. So in this case, who gets to use the standard?

24 A. Well, if somebody was able to enforce this, which  
25 would be very much against the spirit of the standards,

Magnusson - direct

1783

1 then the company or the owner of T4 would be the only  
2 company that can actually use the standard.

3 Q. And this standard includes options in it; is that  
4 right? T1 to T4?

5 A. Yes, it does. Everything that's in the standard,  
6 yes, it includes that.

7 Q. How much of the standard can everyone else practice?

8 A. Well, of the standard, really, nobody can practice  
9 it except the T4 patent owner, but if we -- just to put  
10 some -- if we assume that all these options are on equal  
11 terms, you could say that everybody else gets to implement  
12 three-fourths of the standard while the patent owner gets  
13 to implement or study or use the whole standard.

14 Q. Okay. Now let's consider the situation where  
15 everyone ignores the ETSI rules and no one tells ETSI  
16 about patents that they're unwilling to license. Okay?

17 And let's say there's a company called  
18 Company One that owns a patent on T1 and is unwilling to  
19 license that patent. Okay?

20 A. Okay.

21

22 Q. The same thing for T2, Company 2 is unwilling to  
23 license their patent.

24 Do you understand that?

25 A. Yes.

Garner - cross

1871

1 unclassified cover page, so that wouldn't be  
2 discussed on this page, no, sir.

3 Q. Oh, so that would be classified, if the  
4 Government authorized something. Is that what you are  
5 telling us?

6 A. I don't know all the rules of -- of classification.  
7 I'm sorry.

8 Q. So who told you that it was classified?

9 A. The Government customer told me it was classified.

10 Q. And when was that?

11 A. It was some years ago.

12 Q. When?

13 A. I don't have the exact date.

14 Q. No idea at all when?

15 A. Not the exact date. No, sir. Sorry.

16 Q. Well, you said some years ago. That sounds like  
17 before May 2003?

18 A. I -- I simply can't say when -- when the date was.

19 Q. And you had spoken earlier about a -- about some  
20 communications that TruePosition had in this case with  
21 STC. Is that what you said? The litigation was for  
22 getting your business at STC; is that right?

23 A. Yes. That -- I believe I made that statement, yes.

24 Q. But it's true that Andrew Corporation had  
25 communications with STC about this lawsuit as well; is

Garner - cross

1872

1 that right?

2 A. Yes. We -- I did respond to -- to certain  
3 allegations made by TruePosition to the customer. That's  
4 correct.

5 Q. Well, didn't Andrew Corporation tell STC about  
6 this fraud counterclaim that Andrew had come up with in  
7 this case in order to convince it to give you the STC  
8 contract?

9 A. I don't know with certainty whether that -- the  
10 fraud aspects were conveyed to STC or not.

11 Q. I'd like to show you what is marked as Plaintiff's  
12 Exhibit 102 (handing exhibit to the witness).

13 (Pause.)

14 BY MR. MILCETIC:

15 Q. That is an e-mail from two of your employees;  
16 right? Between two of your employees; right?

17 A. Yes. That's correct.

18 Q. And it's talking about how Andrew Corporation could  
19 get some mileage out of this fraud counterclaim with the  
20 client, STC, on the day that you answered our Complaint  
21 in this case; right?

22 A. I don't know with accuracy what day we answered  
23 your complaint. What this e-mail says from Jim McDaniel  
24 is he thinks we can get some mileage out of the  
25 counterclaim.



Garner - cross

1873

1 Q. That's mileage with your customer, STC; correct?

2 A. I don't know specifically what he had in mind, but  
3 this e-mail wasn't addressed or discussed with me, to my  
4 knowledge.

5 - - -

6 Q. Well, the e-mail says passed along to Rob; right?

7 This information would be passed to Rob;  
8 right?

9 A. It says, So I am anxious to get the info to Rob.

10 Q. And Rob would be Rob Wood of Al-Misehal Group;  
11 right?

12 A. I don't know.

13 - - -

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Garner - cross

1874

1

2 A. I don't know for certain that that is who he --

3 Q. Well, isn't Al-Misehal Group your local agent in  
4 Saudi Arabia and isn't Rob the Manager?

5 A. Yes. We do use Al-Misehal and there is a  
6 gentleman by the name of Rob Wood who's part of that  
7 organization.

8 Q. In fact, that is how you -- who helped you get  
9 the contract in Saudi Arabia; right?

10 A. Our agent for our business in Saudi Telecom is the  
11 Al-Misehal Group, yes, that's correct.

12 Q. So what you're talking about is passing information  
13 to Saudi Telecom about the fraud counterclaim in this  
14 case; right?

15 A. Well, it doesn't -- I don't see where it says  
16 anything about STC here.

17 Q. Well, if you are passing along the information to  
18 your agent in Saudi Arabia, wouldn't the assumption be  
19 that it would then be conveyed to STC?

20 A. Perhaps we could make that assumption. I don't  
21 see that -- that clearly spelled out in this e-mail  
22 between two of our employees.

23 Q. I would like to -- unfortunately, there's no  
24 stipulation in this case about what the actual contract  
25 is with STC, so I'm going to have to go through with